

U.S. Consulate General Toronto

360 university avenue, Toronto, ON, M5G 1S4

June 25, 2020

SUBJECT: Solicitation Number 19CA7020Q0006
Title of the project (COB Toronto Elevator Modernization)

Dear Prospective Offeror,

The U. S. Consulate General Toronto invites you to submit a quotation for elevator modernization project for the elevator at the U.S. government office building located at 360 University Avenue, Toronto, ON, M5G 1S4. If you are interested in submitting a quotation on this project, read the instructions included in the attached Request for Quotation (RFQ).

The Consulate intends to conduct a site visit and hold a pre-proposal conference. The conference will be held at 360 University Avenue, Toronto, ON, M5G 1S4 on Friday, July 17, 2020 at 11:00 a.m. EST. All prospective offerors who have received a solicitation package are invited to attend and must confirm their attendance by providing names to AfrinSL@state.gov by COB July 14, 2020.

Site visit will be conducted by maintaining appropriate social distancing to prevent transmission of COVID-19. However, the number of attendees shall be limited to 2 persons per company and up to 5 visitors in total. All attendees are required to come to the site wearing facial masks. An additional site visit may be scheduled to ensure that social distancing is maintained. No hard copies of documents will be distributed during the meeting.

Submit any questions you may have concerning the solicitation documents in writing by email to AfrinSL@state.gov prior to July 24, 2020. Responses will be made available in writing to all prospective offerors.

Your printed quotation must be submitted in a sealed envelope marked "Quotation for 19CA7020Q0006 Enclosed" to the following address:

U.S. Consulate General Toronto
360 University Avenue, Toronto, ON, M5G 1S4
Attn. Contracting Officer

on or before 4:00 p.m. EST on July 27, 2020. No proposal will be accepted after this time.

Alternatively, electronic quotations may be submitted with "Quotation 19CA7020Q0006 Attached" reference in the subject line to the following email address AfrinSL@state.gov on or before 4:00 P.M. EST on July 26, 2020 which is one day prior to the printed proposal due date. No electronic proposals will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected. In order for a proposal to be considered, you must also complete all relevant sections of RFQ requiring Offeror's input and submit all sections of the RFQ.

The Purchase Order will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

The project completion time is 60 calendar days from the date included in the Notice to Proceed. In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of CAD\$1,000.00 per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Consulate reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

The Offerors are encouraged to complete registration in the U.S. Government System for Award Management at the following URL: www.SAM.gov. The registration is free of charge for all prospective Offerors and must not involve participation of 3rd parties.

Please direct any questions regarding this solicitation to: AfrinSL@state.gov. Questions must be written in English. Calls may be made during regular business hours.

Sincerely,

Kendra Kirkland
Contracting Officer
U.S. Consulate General, Toronto

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	19CA7020Q0006	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	06/25/2020	3		85
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER		6. PROJECT NUMBER			
	PR9151727		COB Toronto Elevator Modernization			
7. ISSUED BY	CODE	8. ADDRESS OFFER TO				
U.S. Consulate General Toronto General Services Office 380 University Avenue, Toronto, ON, M5G 1S4 Attn. Contracting Office		U.S. Consulate General Toronto 380 University Avenue, Toronto, ON, M5G 1S4 Attn. Contracting Officer				
9. FOR INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (include area code) (NO COLLECT CALLS)			
	Sarmin Afrin		(+1) 437-221-3893			
SOLICITATION						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".						
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)						
SF-1442 cover sheet A. Price B. Scope of Work C. Packaging and Marking D. Inspection and Acceptance E. Deliveries OR Performance F. List of Attachments G. Quotation Information H. Evaluation Criteria Attachment 1: Sample Letter of Bank Guaranty Attachment 2: Standard Form 25, "Performance and Guaranty Bond" Attachment 3: Standard Form 25A, "Payment Bond" Attachment 4: Standard Form 25B, "Continuation Sheet for SF25/SF25A" Attachment 5: Design Drawings and Specifications						
11. The contractor shall begin performance within <u>30</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See <u> </u>).						
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)						12b. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						10
13. ADDITIONAL SOLICITATION REQUIREMENTS:						
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>16:00</u> (hour) local time <u>07/27/2020</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.						
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.						
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.						
d. Offers providing less than <u>30</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.						
STANDARD FORM 1442 (REV. 8/2014) Prescribed by GSA - FAR (48 CFR) 53.236-1(d)						

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NUMBER (Include area code)				
					16. REMITTANCE ADDRESS (Include only if different than Item 14.)				
CODE FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)									
AMOUNTS ▶									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS									
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)									
AMENDMENT NUMBER									
DATE									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶				ITEM SF-1442, No 7					
25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO				<input type="checkbox"/> 10 U.S.C. 2304(c) ()			<input type="checkbox"/> 41 U.S.C. 3304(a) ()		
26. ADMINISTERED BY					27. PAYMENT WILL BE MADE BY				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31a. NAME OF CONTRACTING OFFICER (Type or print)				
30b. SIGNATURE			30c. DATE		31b. UNITED STATES OF AMERICA			31c. DATE	
BY									

STANDARD FORM 1442 (REV. 8/2014) BACK

CONTINUATION TO STANDARD FORM 1442

FOR RFQ Number 19CA7020Q0006

CONSTRUCTION SERVICES FOR DRIVEWAY REPAIR

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price before Tax in Canadian Dollars:
(including all labor, materials, overhead and profit) \$ _____

Value Added Tax:
(VAT, HST, GST, PST, QST) \$ _____

Grand Total in Canadian Dollars:
(including Value Added Tax) \$ _____

A.1 VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

SECTION 142100 - ELECTRIC TRACTION ELEVATORS

PART 1 - GENERAL

The purpose of this fixed price purchase order is to modernize the elevator at the U.S. Consulate General building at 360 University Avenue, Toronto. The Contractor shall perform the service according to below guidelines. It will be one-time service contract valid from the commencement of the service till the end of the project performance.

1.1 WORK INCLUDED

- A. The intent of this work is to modernize (1) electric passenger elevator in the U.S. Consulate at 360 University Ave, Toronto, ON M5G 1S4, Canada.
- B. Provide vertical transportation equipment as specified in this scope of work for the modernization project to include all labor, supervision, design, manufacture, delivery, storage, installation, commissioning, final testing and warranty in accordance with the specification and Code requirements.
- C. The requirements of ASME 17.1-2019/CSA B44:19 [Section 8.7] Alterations shall be followed for the equipment being modernized on this project. OBO Elevator Management is the AHJ and will resolve all Code related discrepancies and or questions.
- D. The contractor shall perform a survey of the elevator and provide a design and drawings that include the work described in this specification.
- E. The contractor needs to check below required items in existing system and provide the items if not already in place. Related requirements:
 - 1. Provide pit receptacles, lights and light switches.
 - 2. Provide a sump pump and associated piping to discharge the water.
 - 3. Provide new efficient hoistway lighting with switches.
 - 4. Provide pit ladder.

1.2 SUMMARY

- A. The elevator to be modernized was originally installed by Otis Elevator in 1953. In 1993 a GAL door operator was installed. The elevator car was refinished in 2014. No glass vestibule was installed at that time. The objective of this modernization is to remove the obsolete equipment that has reached or exceeded its life cycle. The new equipment shall be designed to operate with the existing landing doors, cab, guide rails and counterweight.
- B. Related Work to be performed, but not limited to:
 - 1. Retain the existing hoistway and pit.
 - 2. Provide and install a sump pump and all associated piping. as required, already exists

3. Repair all penetrations in the hoistway walls. The repairs shall be done in accordance with materials that are fire rated.
4. Provide necessary cutting and patching to corridor walls. As this is an occupied building any cutting which creates dust and excessive noise shall be coordinated with the facility manager.
5. Restore finishes to match the existing finishes.
6. Provide hoistway lighting throughout the hoistway.
7. Protect all open hoistway entrances with barriers that will cover the entire opening.
8. Provide the connection in the elevator controller to the fire alarm modules located the machine room.
9. The present control system will be changed.
10. A microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control.
11. The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive.
12. A new electric traction machine with Variable Voltage Variable Frequency A/C motor shall be provided at existing location.
13. A new 500 volt Alternating Current Variable Frequency 3 phase low slip motor shall be provided.
14. A new centrifugal speed governor that operates the car safety shall be installed at the top of the hoistway in the machine room.
15. A new braking device shall be installed to prevent the elevator from over speeding in the up-direction, as per the latest requirement by B-44 2010 Safety Code for Elevators.
16. The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.
17. Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.
18. Provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis.
19. A Closed Loop door operator shall be installed.
20. New interlocks shall be installed.
21. A solid state, infrared passenger protection device shall be installed on the car door.
22. Folding hoistway door restrictors shall be installed.
23. New counterweight guides shall be installed.
24. New Ropes. The replacement ropes shall be traction steel of size, construction and number to ensure proper operation of the elevator and give satisfactory wearing qualities. All ropes shall consist of at least eight strands wound around a hemp core.
25. New applied car operating panel shall be furnished.
26. A car position indicator shall be installed.
27. New audible signal shall be installed to tell passengers that the car is either stopping or passing a landing served by the elevator.
28. New Audible Voice signal shall be installed.
29. New hall buttons shall be installed at each landing.
30. Hall position indicators shall be installed the main landing.

1.3 DEFINITIONS

- A. Definitions in ASME A17.1CSA B44 apply to work of this Section.

- B. Defective Elevator Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

1.4 SUBMITTALS

- A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and similar information. Include product data for the following:
 - 1. Car enclosures and hoistway entrances.
 - 2. Operation, control, and signal systems.
- B. Shop Drawings: Show plans, elevations, sections, and large-scale details indicating service at each landing, machine room layout, coordination with building structure, relationships with other construction, and locations of equipment and signals. Include large-scale layout of car control station. Indicate variations from specified requirements, maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.
- C. Manufacturer Certificates: Signed by elevator manufacturer certifying that hoistway, pit, and machine room layout and dimensions, as shown on Drawings, and electrical service, as shown and specified, are adequate for elevator system being provided.
- D. Qualification Data: For Installer.
- E. Operation and Maintenance Data: For elevators to include in emergency, operation, and maintenance manuals.
 - 1. "Operation and Maintenance Data," include diagnostic and repair information available to manufacturer's and Installer's maintenance personnel.
- F. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction (OBO/CSFM/FAC/PS Elevator Management) for normal, unrestricted elevator use.
- G. Warranty: Special warranty specified in this Section.
- H. Continuing Maintenance Proposal: Service agreement specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Elevator manufacturer or manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain elevator controls and drive machine, through one source from a single manufacturer. The equipment shall be nonproprietary without special codes and equipment to maintain the elevator.
 - 1. Provide major elevator components, including driving machines, controllers, signal fixtures, door operators, car frames, cabs, and entrances, manufactured and or supplied by a single manufacturer.

- C. Regulatory Requirements: Comply with the latest approved edition of ASME A17.1CSA B44, NFPA 72, NFPA 70 and IBC.
- D. Accessibility Requirements: Comply with Section 4.10 in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)." [407 in ICC A117.1.]

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials, components, and equipment in manufacturer's protective packaging.
- B. Store materials, components, and equipment off of ground, under cover, and in a dry location. Handle according to manufacturer's written recommendations to prevent damage, deterioration, or soiling.

1.7 COORDINATION

- A. Coordinate installation of sleeves, block outs, elevator equipment with integral anchors, and other items that are embedded in concrete or masonry for elevator equipment. Furnish templates, sleeves, elevator equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.
- B. Coordinate sequence of elevator installation with other work to avoid delaying the Work.
- C. Coordinate locations and dimensions of other work relating to electric traction elevators including pit ladders, sumps, and machine beams and electrical service, electrical outlets, lights, and switches in pits and machine rooms, hoistways.

1.8 WARRANTY

- A. Special Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to repair, restore, or replace defective elevator work within specified warranty period.

- 1. Warranty Period: One year from date of Substantial Completion.

1.9 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide one year's full maintenance service by skilled employees of elevator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies same as those used in the manufacture and installation of original equipment.
 - 1. Perform maintenance, including emergency callback service, during normal working hours. This Post is a lock-and-leave building therefore there will not be any after normal working hours service calls required.
 - 2. Include 24-hour-per-day, 7-day-per-week emergency callback service.

- a. Response Time: Two hours or less.
- B. Continuing Maintenance Proposal: Provide a continuing maintenance proposal from Installer to Owner, in the form of a standard five-year maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. NIDEC
 - 2. GAL
 - 3. Minnesota Elevator
 - 4. Virginia Control
 - 5. Other equal equipment shall be approved by OBO Elevator Management.

2.2 SYSTEMS AND COMPONENTS

- A. General: Provide manufacturer's standard elevator systems. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard pre-engineered elevator systems and as required for complete system.
- B. Elevator Machine: Provide variable-voltage, variable-frequency, ac-type hoisting machines
- C. See Evaluations and consult Project's electrical engineer and elevator manufacturers before selecting from options in subparagraph below.
 - 1. Provide regenerative or nonregenerative system.
 - 2. Limit total harmonic distortion of regenerated power to 5 percent per IEEE 519.
 - 3. Provide means for absorbing regenerated power when elevator system is operating on standby power.
 - 4. Provide line filters or chokes to prevent electrical peaks or spikes from feeding back into building power system.
- D. Fluid for Oil Buffers: If oil buffers are used, use only fire-resistant hydraulic fluid containing antioxidant, anticorrosive, antifoaming, and metal-passivating additives.

- E. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing guide rails, machinery, and other components of elevator work where installation of devices is specified in another Section.
- F. Machine Beams: Provide framing to support elevator hoisting machine and deflector sheaves from the building structure. Comply with Division 5 Section "Metal Fabrications" for materials and fabrication.
- G. Car Frame and Platform: Retain existing equipment.
- H. Guides: Provide new roller guides at top and bottom of car and counterweight frames.

2.3 OPERATION SYSTEMS

- A. General: Provide manufacturer's standard microprocessor operation system as required to provide type of operation system indicated.
- B. Single Car Operation: Provide a selective collective microprocessor controls.
 - 1. Operate lift without attendant, from pushbuttons in the elevator and located at each floor. When elevator is available, automatically start elevator, and dispatch it to the floor corresponding to registered call. Once the elevator starts, respond to the registered calls in the direction of travel and in the order the floors are reached.
 - 2. Do not reverse direction until all calls have been answered.
 - 3. Slow elevator and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As a slowdown is initiated for a hall call, automatically cancel the hall call. Cancel car calls in the same manner. Hold the elevator at arrival floor and adjustable time interval to allow passenger transfer.
 - 4. Answer calls corresponding to direction in which elevator is traveling unless call in the opposite direction is the highest (or lowest) call registered.
 - 5. Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.
- C. Single-Car Auxiliary Operations: In addition to primary operation system features, provide the following operational features for elevator:
 - 1. Standby Power Operation: On activation of standby power, car is returned to a designated floor and parked with doors open.
 - 2. Battery-Powered Lowering: If power fails and car is at a floor, it remains at that floor, opens its doors, and shuts down. If car is between floors, it is lowered to the next floor below, opens its doors, and shuts down. System includes rechargeable battery and automatic recharging system.
 - 3. Nuisance Call Cancel: When car calls exceed a preset number while car load is less than a predetermined weight, all car calls are canceled. Preset number of calls and weight shall be capable of being adjusted.
 - 4. Independent Service: Keyswitch in car control station removes car from group operation and allows it to respond only to car calls. Key cannot be removed from keyswitch when car is in independent service. When in independent service, doors close only in response to door close button.
 - 5. Loaded-Car Bypass: When car load exceeds 80 percent of rated capacity, car will respond only to car calls, not to hall calls.

2.4 DOOR REOPENING DEVICES

The contractor needs to check point A. and B. in existing system and provide the features if not in place.

- A. Infrared Array: Provide door reopening devices with uniform array of 36 or more microprocessor-controlled, infrared light beams projecting across car entrance. Interruption of one or more of the light beams shall cause doors to stop and reopen.
- B. Nudging Feature: After car doors are prevented from closing for predetermined adjustable time, through activating door reopening device, a loud buzzer shall sound and doors shall begin to close at reduced speed within the allowable kinetic energy force.

2.5 FINISH MATERIALS

- A. General: Provide the following materials for exposed parts of elevator fixture and signal equipment as indicated.
- B. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304.

2.6 CAR ENCLOSURES

- A. General: Retain existing walls and cab interior.
 - 1. The contractor needs to check the existing railings and if that is not compliant with ASME A17.1, provide new standard railings complying with ASME A17.1 on car tops.
 - 2. Modify the car panel with the car operating panel in it in order to install the new car operating panel.
 - 3. Car Doors: Retain existing door
 - 4. Sills: Retain existing car sills
 - 5. Luminous Ceiling: Retain existing lighting.
 - 6. Handrails: Retain existing handrails.

2.7 HOISTWAY ENTRANCES

- A. General: Retain existing horizontal-sliding, door-and-frame hoistway entrances.
 - 1. Provide new complete with track systems, hardware, and accessories. Provide frame size and profile to coordinate with hoistway wall construction.
 - 2. Retain existing landing sills.
 - 3. Sight Guards: Provide sight guards on doors matching door edges.

2.8 SIGNAL EQUIPMENT

- A. General: Provide hall-call and car-call buttons that light when activated and remain lit until call has been fulfilled. Fabricate lighted elements with LED bulbs and vandal proof nonyellowing translucent plastic diffusers.

- B. Car Control Stations: Provide manufacturer's standard recessed car control stations. Mount in return panel in the existing location. The contractor has to check point 1 and 2 in existing system and provide the items if not already in place.
1. Provide buttons and switches with standard identification for required use or function that complies with ASME A17.1. Use both tactile symbols and Braille per the ABA requirements.
 2. Emergency Communication System: Provide system that complies with ASME A17.1 and the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)."
- C.
1. On activation, system dials preprogrammed number of monitoring station and identifies elevator location to monitoring station.
 2. The phone shall have the capability to be programed and roll-over to secondary numbers when the first number is not answered.
 3. System provides two-way voice communication without using a handset and provides visible signals that indicate when system has been activated and when monitoring station has responded.
 4. System is contained in flush-mounted cabinet, with identification, instructions for use, and battery backup power supply when the system is powered by building power.
 5. Provide the telephone failure light and buzzer in the main lobby with the hall button and fire recall fixtures.
 6. Do not install a video camera inside the car to monitor passengers inside the car.
- D. Connect the Building Fire Alarm System to the elevator controller and provide Phase 1 and 2 operation. Provide new fixtures in the lobby as well as inside the car. The contractor has to check point 1, 2, and 3 in existing system and provide the items if not already in place.
1. " Car Position Indicator: Provide digital-type car position indicator, located above car door or above car control station. Also provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.
 2. Include travel direction arrows separately if not provided in car control station.
 3. Hall Push-Button Stations: Provide one hall push-button station at each landing.
- E. The contractor has to check point 3 in existing system and provide the items if not already in place.
1. Provide units with flat faceplate for mounting with body of unit recessed in wall in the existing locations. Back-boxes can be reused if the new units will fit.
 2. Equip units with buttons for calling elevator and for indicating desired direction of travel.
 3. Hall Lanterns: Units with illuminated arrows; but provide single arrow at terminal landings.

Provide one the following:

4. Manufacturer's standard wall-mounted units, for mounting above entrance frames.
5. Units with flat faceplate for mounting with body of unit recessed in wall and with illuminated elements projecting from faceplate for ease of angular viewing.

- F. Hall Annunciator: With each hall lantern, provide audible signals indicating car arrival and direction of travel. Signals sound once for up and twice for down. The contractor has to check point 1 and 3 in existing system and provide the items if not already in place.
1. Hall Position Indicators: Provide-display-type position indicators, located above the hoistway entrance at ground floor. Provide units with flat faceplate for mounting with body of unit recessed in wall.
 2. Integrate ground-floor hall lanterns with hall position indicators.
 3. Corridor Call Station Pictograph Signs: Provide signs matching hall push-button stations, with text and graphics as required by authorities having jurisdiction, indicating that in case of fire elevators are out of service and exits should be used instead. Provide one sign at each hall push-button station, unless otherwise indicated.

2.9 ELEVATORS

- A. Elevator Description:
1. Passenger Elevator Number: 1
 2. Type: Provide new geared traction machine.
 3. Machine Location: Machine room above the hoistway.
 4. Governor: Provide new centrifugal jawless governor with switches.
 5. Governor Rope and tension weight assembly: Provide new
 - a. The tail sheave shall be equipped with an electrical switch that monitors governor rope tension.
 6. Governor Rope: Provide new
 7. Suspension means: Provide new
 8. Counterweight and guard: Retain Existing
 9. Car door operator: Provide new like the existing door operator.
 10. Car door hardware: Provide new hangers, rollers, clutch, guides and pick-up rollers on all floors.
 11. Rated Load: Retain the existing capacity
 12. Rated Speed: Retain the existing rated speed
 13. Operation System: Provide new microprocessor selective collective automatic operation single cab controller.
 14. Auxiliary Operations:
 - a. Standby power operation.
 - b. Automatic battery-rescue operation.
 - c. Nuisance call cancel.
 - d. Loaded-car bypass.
 15. Car Enclosures:
 - a. Inside Width: Retain Existing
 - b. Inside Depth: Retain Existing
 - c. Inside Height: Retain Existing
 - d. Front Walls (Return Panels): Retain Existing
 - e. Car Fixtures: Retain Existing
 - f. Side and Rear Wall Panels: Retain Existing
 - g. Reveals: Retain Existing
 - h. Door Faces (Interior): Retain Existing
 - i. Door Sills: Retain Existing

- j. Ceiling: Retain Existing
 - k. Handrails: Retain Existing
 - l. Floor: Retain Existing
16. Hoistway Entrances: As follows:
- a. Width: Retain Existing
 - b. Height: Retain Existing.
 - c. Type: Retain Existing.
 - d. Fire-Protection Rating: Retain Existing.
 - e. Frames Retain Existing
 - f. Doors Retain Existing
 - g. Door Hardware: Provide door hangers, rollers, guides and retainers.
 - h. Sills Retain Existing
17. Hall Fixtures Provide new recessed fixtures.
18. Additional Requirements: The contractor has to check point a and b in existing system and provide the items if not already in place.
- a. Provide blanket hooks to install cab protection.
 - b. Provide a complete set of full-height protective blankets.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elevator areas for compliance with requirements for installation tolerances and other conditions affecting performance. Examine hoistways, hoistway openings, pits, and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed.
 - 1. For the record, prepare a written report, endorsed by Installer, listing dimensional discrepancies and conditions detrimental to performance, or indicating that dimensions and conditions were found to be satisfactory.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions in their installation manual.
- B. Welded Construction: Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.
- C. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts designed to minimize transmission of vibrations to structure and thereby minimize structure-borne noise from elevator system.

- D. Lubricate operating parts of systems, including ropes, as recommended by manufacturers.
- E. Leveling Tolerance: **1/8 inch (3 mm)**, up or down, regardless of load and direction of travel.
- F. Locate hall signal equipment for elevators as follows, unless otherwise indicated:
 - 1. Place hall lanterns either above or beside each hoistway entrance in the existing locations.
 - 2. Mount hall lanterns at a minimum of **72 inches (1829 mm)** above finished floor.

3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of elevator installation and before permitting use (either temporary or permanent) of elevators, perform an acceptance pretest and send the results to OBO Elevator Management for their review. After OBO Elevator Management reviews the pretest results a date for the final acceptance test will be provided. Test shall be done in accordance with ASMEA17.1 and by governing regulations.
- B. Operating Test: Load elevator with the rated capacity and operate continuously for 30 minutes over full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of elevator machine during 30-minute test period. Record failure to perform as required.
- C. Advise Owner, Architect, and authorities having jurisdiction in advance of dates and times tests are to be performed on elevators.

3.4 PROTECTION

- A. Temporary Use: Comply with the following requirements for the elevator to be used for construction purposes:
 - 1. Provide car with temporary enclosure, either within finished car or in place of finished car, to protect finishes from damage.
 - 2. Provide strippable protective film on entrance and car doors and frames.
 - 3. Provide padded wood bumpers on entrance door frames covering jambs and frame faces.
 - 4. Provide other protective coverings, barriers, devices, signs, and procedures as needed to protect elevator and elevator equipment.
 - 5. Do not load elevators beyond their rated weight capacity.
 - 6. Engage elevator Installer to provide full maintenance service. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as necessary for proper elevator operation at rated speed and capacity. Provide parts and supplies same as those used in the manufacture and installation of original equipment.
 - 7. Engage elevator Installer to restore damaged work, if any, so no evidence remains of correction. Return items that cannot be refinished in the field to the shop, make required repairs and refinish entire unit, or provide new units as required.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate and gain knowledge of special operations of the elevator(s).
- B. Check operation of elevator with Owner's personnel present and before date of Substantial Completion. Determine that operation systems and devices are functioning properly.
- C. Verify operation and perform an annual safety test and inspection of elevator with OBO Elevator Management personnel present not more than one month before end of warranty period. Determine that operation systems and devices are functioning properly and that there aren't any warranty issues uncorrected.

END OF SECTION 14210

PART 4 - PERSONNEL

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

Worker Training and Health and Safety. The Contractor shall ensure that all workers are trained on safe and effective disinfection procedures as well as measures for protecting themselves including fastidious hygiene practices and personal protective equipment. The Contractor shall provide all protective measures that at a minimum will include those identified on the disinfectant labeling. Generally, personal protective equipment is anticipated to include impervious disposable gloves and eye protection.

4.2 Standard of Conduct.

Uniforms and Personal Equipment. The Contractor should provide its employees with protective clothing as determined appropriate by Public Health Ontario.

4.2.1 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.2 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.3 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

4.2.4 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- Unauthorized use of Government property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations; or,
- Organizing or participating in gambling in any form.

4.2.5 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

4.3. Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

4.4. Personnel Security

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under this purchase order. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks might take up to two weeks to perform. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

A copy of any Government issued photo ID

Pre-filled Security Certification form provided by COR

The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The

Contractor is responsible for their return at the end of the service period, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

PART 5 - MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary supplies and equipment, including worker personal protective equipment, etc. to perform the work identified in this purchase order.

PART 6 - GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

6.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 1 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

6.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

PART 7 - INSURANCE

Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

7.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in U.S. Dollars:

Per Occurrence: Minimum amount required by the laws of Ontario *[\$[Note to Contracting Officer: insert amounts]*

Cumulative: Minimum amount required by the laws of Ontario *[\$[Note to Contracting Officer: insert amounts]*

2. Property Damage stated in U.S. Dollars:

Per Occurrence: Minimum amount required by the laws of Ontario *[Note to Contracting Officer: insert amounts]*

Cumulative: Minimum amount required by the laws of Ontario *[\$[Note to Contracting Officer: insert amounts]*

7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

any property of the Contractor,
its officers,
agents,
servants,
employees, or
any other person

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

7.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

7.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

7.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this purchase order within ten (10) calendar days after the service order is awarded. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

PART 8 - LAWS AND REGULATIONS

8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

8.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

PART 9 - TRANSITION PLAN

Within a week after the award of the purchase order, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for the required service. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this purchase order. The plan shall assign priority to the selection of all supervisors to be used for the service.

PART 10 - DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
1. General Plan	1	COR	
2. Schedules	1	COR	
3. List of Personnel	1	COR	
4. Evidence of Insurance	1	COR	
5. Licenses and Permits	1	COR	

PART 11 - QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the service

order. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Perform elevator modernization service as outlined in the Scope Of Work.	1 through 10	All required services are performed and no more than one (1) customer complaint is received per month.

11.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

11.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

11.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT
GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" under the purchase order:

U.S. Consulate General, Toronto will not provide any supply to Contractor with any items or material for the performance of the task. The Contractor will be responsible for supplying with necessary materials and equipment. The materials and equipment used by the Contractor have to be approved by the COR before employing them in U.S. Consulate General, Toronto facilities.

If the Contractor cannot obtain the materials required for the performance of the job, the Contractor will be responsible to contact the COR. COR will determine if the material(s) will be supplied to the Contractor temporarily or the job will be continued without that material.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

[While the FAR allows certain paragraphs of 52.212-4 to be tailored, the Contracting Officer should consult A/OPE before tailoring any of the language. Keep in mind that paragraphs (b), (d), (g), (i), (q), and (r) of 52.212-4 may not be tailored.]
[If there is no addendum to 52.212-4, leave this as “none”.]

Note to Contracting Officer - FAR clause 52.212-5 may NOT be tailored, e.g., you may not delete any portion of it. The clause requires you to place an “X” next to the portions which lead with a ___ tick box. We have provided guidance below. Be sure to highlight any tick marks when you send to A/OPE for review.

Paragraph (b), check as appropriate:

(1) Check if requirement exceeds \$250,000.

(2) Check if requirement exceeds \$5.5 million and the performance period is 120 days or more.

(3&3a) Not Applicable overseas, for use with Recovery Act Funds.

(4) Check if requirement exceeds \$ 30,000.

(5)N/A

(6-7) Only applicable to US firms

(8) Check if requirement exceeds \$35,000.

(9) Check if requirement exceeds \$550,000.

(10) Reserved

(11- 24) are not applicable.

(25) Not applicable unless purchased from the Federal Prison Industries and over the micro-purchase threshold.

(26) Applicable to all acquisitions over micro-purchase threshold.

(27-28) Check if requirement is for supplies exceeds \$10,000 and is awarded to a U.S. firm, or is for services exceeds \$10,000 and is awarded to a U.S. firm whose employees performing the work were recruited within the U.S.

(29-30) Do not check if both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island. Otherwise, contact your A/OPE Desk Officer for instructions.

(31) Check if you have included clause 52.222-35.

(32) Do not check since you are contracting only for work that will be performed outside of the United States. If some of your work will be performed inside the U.S., contact your A/OPE Desk Officer.

(33) Check for all acquisitions

(34) Check if some of the work will be performed inside the U.S., the requirement exceeds \$250,000, and the period of performance exceeds 120 days.

(35) Not applicable to commercially available off the shelf items. Check only when requirement exceeds \$250,000 and is for, or specifies the use of, EPA-designated items containing recovered materials.

(36)-(37) Not required overseas

(38) Check for all imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners) when they will be-delivered; acquired by the contractor for use in performing services at a Federally controlled facility; or furnished by the contractor for use by the Government.

(39) Check for all television solicitations and contract when they will be-delivered; acquired by the contractor for use in performing services at a federally controlled facility; or furnished by the contractor for use by the Government.

(40) Check for all energy-consuming products listed in the ENERGY STAR® Program or FEMP will be-delivered; acquired by the contractor for use in performing services at a Federally controlled facility; furnished by the contractor for use by the Government; or

Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(41) Check for all personal computer products when they will be-delivered; acquired by the contractor for use in performing services at a federally controlled facility; or furnished by the contractor for use by the Government.

(42) Check this clause.

(43-44) are not applicable overseas.

(45) Check if requirement is for packing/shipping services, Travel Management Center services or actuarial services. Do not check for any other requirements.

(46-47) Not applicable.

(48) Check if the requirement exceeds \$180,000 and if the acquisition is covered by the WTO GPA (see FAR Subpart 25.4 for country specifics)

(49) Check this clause

(50) Not applicable.

(51-52) only applicable if the contracting officer set aside solicitations to allow only local firms (in a disaster zone) within a specific geographic area to compete. Check if applicable.

(53) Check this clause

(54) Check this clause if the offeror has requested installation/progress payments and only after obtaining guidance from your A/OPE Desk Officer.

(55) Check if payment will be made by EFT and the Contractor has registered in the SAM.

(56) Check if payment will be made by EFT or other means, e.g. check, and the Contractor has not registered in the SAM.

(57) Check if payment will be made by the Governmentwide commercial purchase card.

(58-59) are not applicable.

(60) Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S-flag commercial vessels to the extent that such

vessels are available at rates that are fair and reasonable for U.S-flag commercial vessels. Check Alternate I if 100% of the supplies will be transported on privately owned U.S-flag commercial vessels.

Paragraph (c) is not applicable.

Paragraph (e) applies only if award is made to a U.S. firm:

(xix) Alternate I check if local law identifies “off-limits establishments”

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (3a) 52.203-17 Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

— (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

— (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

— (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

— (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

— (10) [Reserved].

— (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

— (ii) Alternate I (Nov 2011) of 52.219-3.

— (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

— (ii) Alternate I (JAN 2011) of 52.219-4.

— (13) [Reserved]

— (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

— (ii) Alternate I (Nov 2011).

— (iii) Alternate II (Nov 2011).

— (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

— (ii) Alternate I (Oct 1995) of 52.219-7.

— (iii) Alternate II (Mar 2004) of 52.219-7.

— (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2)and (3)).

— (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

— (ii) Alternate I (Nov 2016) of 52.219-9.

— (iii) Alternate II (Nov 2016) of 52.219-9.

— (iv) Alternate III (Nov 2016) of 52.219-9.

— (v) Alternate IV (Aug 2018) of 52.219-9.

— (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

— (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

— (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

— (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

— (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

— (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

— (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

- __ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- __ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- __ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- __ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- __ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- __ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- __ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- __ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- __ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- __ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
 - ___ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
 - ___ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (May 2014) of 52.225-3.
 - ___ (iii) Alternate II (May 2014) of 52.225-3.
 - ___ (iv) Alternate III (May 2014) of 52.225-3.
 - ___ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301note).
 - ___ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
 - ___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 - ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
 - ___ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (APR 2003) of 52.247-64.
 - ___ (iii) Alternate II (FEB 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
 - ___ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

— (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

— (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

— (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

— (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

— (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25 Prohibition on Contracting for Certain Telecommunications or Equipment (AUG 2019)

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/>, to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
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[Note to Contracting Officer: If contractor personnel on USG property add clause 52.2049, below.]

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION
OF CONTRACT (FEB 2000)

[Note to Contracting Officer: Include 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic Mission Outside the United States (MAR 2008), in accordance with FAR 25.3 if location is danger zone.]

[Note to Contracting Officer: See instructions on whether to also include FAR 52.228-3, Workers' Compensation Insurance (DBA) (JUL 2014)]

52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE
OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN
1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

[Note to Contracting Officer: Only add referenced clause if a U.S. small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$180,000.]

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)

The following FAR clause(s) is/are provided in full text:

52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

*Applies to temporary additional services.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ***[Note to Contracting Officer: Insert dollar figure or quantity]***, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of ***[Note to Contracting Officer: Insert dollar figure or quantity]***;

(2) Any order for a combination of items in excess of ***[Note to Contracting Officer: Insert dollar figure or quantity]***; or

(3) A series of orders from the same ordering office within ***[Note to Contracting Officer: Insert days]*** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ***[Note to Contracting Officer: Fill in number of days]*** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

*Applies to temporary additional services.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [*Note to Contracting Officer: Insert months/years*].

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clause(s) is/are provided in full text:

[Note to Contracting Officer: Insert the clause at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and **[Note to Contracting Officer: Insert appropriate number]** copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

[Note to Contracting Officer: Include the following sentence if VAT will apply to this contract:]

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

[Note to Contracting Officer: State the address to which the invoice should be sent. This should be the FMO's address. The FMO will log in the invoice and forward to the COR for payment]

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address

any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be

reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is *[Note to Contracting Officer: Insert job title of COR]*.

(End of clause)

[Note to Contracting Officer: ONLY INCLUDE 652.225-71 CLAUSE BELOW IF ACQUISITION IS ESTIMATED TO EXCEED \$250,000]

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (AUG 2018) is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (Blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

[NOTE TO CO: If country is not on the approved list of country waivers at site below for Defense Base Act Insurance then add the following:

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>]

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
[Note to Contracting Officer: Revise, add to, or delete from the following list, as needed]

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past three (3) years ***[Note to Contracting Officer: Insert the number of years]***, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Canada, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. ***[Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]***
- (6) The offeror's strategic plan for decontamination and disinfecting services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

[Note to Contracting Officer: Describe any additional items that may be required, such as a company brochure, technical proposal, client list, financial statement, etc.].

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
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52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
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52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)
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[Note to Contracting Officer: Include provision 52.209-7, below, if estimated contract is over \$500,000]

52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
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52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
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[Note to Contracting Officer: Include if over \$500,000]

52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
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[Note to Contracting Officer: Add provision 52.237-1 if holding a site visit:]

52.237-1	SITE VISIT (APR 1984)
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The site visit will be held on ***[Note to Contracting Officer: insert date]*** at ***[Note to Contracting Officer: insert local time]*** at ***[Note to Contracting Officer: insert location]***. Prospective offerors/quoters should contact ***[Note to Contracting Officer: insert contact name]*** for additional information or to arrange entry to the building.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name] , at [insert telephone and fax numbers] . For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 – EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices – Continuation of SF-1449, Block 23”, and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR Subpart 9.1, including:
- Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

[Note to Contacting Officer: insert FAR 52.225-17 in full text if you will be allowing quotations to be submitted in more than one currency (U.S. dollars or local currency).]

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of clause)

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

[Note to Contracting Officer: FAR provision 52.212-3 may NOT be tailored, e.g., you may not delete any portion of it. However, Posts may add that paragraphs (c), (d), (f), and (g) can be reserved if the vendors are all overseas vendors. If Post expects some US firms, then those paragraphs must remain in Representations and Certifications. Paragraph (h) applies only if the contract value is expected to exceed the simplified acquisition threshold. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b). Paragraph (j) does not apply unless the solicitation is predominantly for the acquisition of manufactured end products]

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2019)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. “Sensitive technology”—

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph(c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed

\$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark “Unknown”).

Predecessor legal name: _.

(Do not use a “doing business as” name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)] (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

[Note to Contracting Officer: Only include provision below if acquisition estimated to exceed \$250,000]

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)
(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(OCT 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

END OF STATEMENT OF WORK

C. PACKAGING AND MARKETING

Mark materials delivered to the site as follows: "COB Toronto Elevator Modernization, ATTN: Kendra Kirkland".

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (a) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 60 calendar days after the date the Contractor receives the notice to proceed.

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of CAD \$1000 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the

Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during regular business hours from Monday to Friday, unless work creates a nuisance. In such case, some work may need to be performed after 5 pm or on weekends. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

F. LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NUMBER OF PAGES</u>
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Standard Form 25, "Performance and Guaranty Bond"	2
Attachment 3	Standard Form 25A, "Payment Bond"	2
Attachment 4	Standard Form 25B, "Continuation Sheet for SF25/SF25A"	2
Attachment 5	Breakdown of Price by Divisions of Specifications Determined by Offeror	Determined by Offeror

G. QUOTATION INFORMATION

(Reserved)

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- 1) Be able to understand written and spoken English;
- 2) Have an established business with a permanent address and telephone listing;
- 3) Be able to demonstrate prior construction experience with suitable references;
- 4) Have the necessary personnel, equipment and financial resources available to perform the work;
- 5) Have all licenses and permits required by local law;
- 6) Meet all local insurance requirements;
- 7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- 8) Have no adverse criminal record; and
- 9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the elevator upgrading services described in SCOPE OF WORK are part of this request for quotation. Each quotation must consist of the following:

- A copy of Standard Form 1442 including a completed Attachment 5, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS"

Submit the complete quotation to the address indicated.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation.

H. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- (c) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (d) satisfactory record of integrity and business ethics;
- (e) necessary organization, experience, and skills or the ability to obtain them;
- (f) necessary equipment and facilities or the ability to obtain them; and
- (g) otherwise, qualified and eligible to receive an award under applicable laws and regulations.

ATTACHMENTS

SAMPLE LETTER OF BANK GUARANTY

Place []
Date []

Contracting Officer
U.S. Consulate General, Toronto
360 University Avenue, Toronto, ON

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of [amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [name] _____

Address: _____

Representatives: _____ Location: _____

_____ State of Inc.: _____

_____ Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	OMB Control Number: 9000-0045 Expiration Date: 8/31/2022
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PRINCIPAL (Legal name and business address) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify) <div style="border: 1px solid black; width: 100px; height: 15px; display: inline-block;"></div> STATE OF INCORPORATION <div style="border: 1px solid black; width: 100%; height: 15px;"></div>
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SURETY(IES) (Name(s) and business address(es)) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-weight: normal;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="font-weight: normal;">CONTRACT DATE</td> <td colspan="2" style="font-weight: normal;">CONTRACT NUMBER</td> </tr> <tr> <td colspan="2" style="height: 20px;"></td> <td colspan="2"></td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NUMBER					
PENAL SUM OF BOND																					
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																		
CONTRACT DATE		CONTRACT NUMBER																			

OBLIGATION:
 We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
 The Principal has entered into the contract identified above.

THEREFORE:
 The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
 (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:
 The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	2. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	3. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	2. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	3. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	

INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	2. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>		
NAME(S) (Typed)	1. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	2. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>		

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	STATE OF INCORPORATION	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	2. <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	2. <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	

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STANDARD FORM 25 (REV. 8/2016)
 Prescribed by GSA-FAR (48 CFR) 53.228(b)

CORPORATE SURETY(IES) (Continued)						
SURETY B	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY C	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY D	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY E	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY F	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY G	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.
 - When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
 - When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. 8/2016) BACK

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	OMB Control Number: 9000-0045 Expiration Date: 8/31/2022
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PRINCIPAL (Legal name and business address) <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify) <div style="border: 1px solid black; width: 100px; height: 15px;"></div>
STATE OF INCORPORATION <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

SURETY(IES) (Name(s) and business address(es)) <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%;">CONTRACT DATE</td> <td style="width: 50%;">CONTRACT NUMBER</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NUMBER		
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE	CONTRACT NUMBER																

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

























WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	3. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Corporate Seal		
	(Seal)	(Seal)	(Seal)			
NAME(S) & TITLE(S) (Typed)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	3. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
	(Seal)		(Seal)			
NAME(S) (Typed)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
	NAME(S) & TITLE(S) (Typed)	1. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

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CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  	2.  		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  	2.  		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  	2.  		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  	2.  		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  	2.  		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  	2.  		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

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CONTINUATION SHEET
(For Standard Forms 24, 25, and 25A)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

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NAME OF PRINCIPAL (Legal name and business address)

TYPE OF BOND
☐ BID (SF 24) ☐ PERFORMANCE (SF 25) ☐ PAYMENT (SF 25A)
FURNISHED IN CONNECTION WITH - ☐ BID ☐ CONTRACT
DATED - _____

CORPORATE SURETY(IES)

SURETY H	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY I	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY J	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY K	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY L	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY M	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY N	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY O	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) and Title(s) (Typed)	1.	2.			

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CORPORATE SURETY(IES) (Continued)						
SURETY P	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY Q	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY R	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY S	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY T	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY U	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY V	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY W	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY X	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			
SURETY Y	Name and Address			STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) and Title(s) (Typed)	1.	2.			

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